

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In Re:

BANKRUPTCY NO. 19-10628 TPA

STEVEN EDWARD FACHETTI,
Debtor.

THE HON. THOMAS P. AGRESTI

STEVEN EDWARD FACHETTI,
Movant,

CHAPTER 13

RELATED TO DOCUMENT NO. 44

v.

FIRST WESTERN BANK, NATIONAL
ASSOCIATION, now by merger,
HUNTINGTON NATIONAL BANK;
NATIONAL CITY BANK, now by merger,
PNC BANK, N.A.; TAX COLLECTOR FOR
THE BOROUGH OF WESLEYVILLE;
BOROUGH OF WESLEYVILLE; IROQUOIS
SCHOOL DISTRICT; ERIE COUNTY TAX
CLAIM BUREAU; KIMBERLY S.
FACHETTI; BRYCE ATTISANI; and RONDA
J. WINNECOUR, ESQUIRE, CHAPTER 13
TRUSTEE

Respondents.

**ORDER CONFIRMING CHAPTER 13 SALE OF PROPERTY
FREE AND DIVESTED OF LIENS**

AND NOW, this 15th day of December 2021, on consideration of the Debtor's *Motion for Private Sale of Real Property Free and Divested of Liens*, to Bryce Attisani for \$50,000, after hearing held in: the Bankruptcy Courtroom, U.S. Courthouse, 17 South Park Row, Erie, Pennsylvania 16501, this date, the Court finds:

1) That service of the *Notice of Hearing* and *Order* setting hearing on said *Motion/Complaint for Private Sale of Real Property Free and Divested of Liens* of the above-named Respondents, was effected on the following secured creditors whose liens are received in said *Motion/Complaint for private sale*, viz:

DATE OF SERVICE

NAME OF LIENOR AND SECURITY

November 16, 2021

Ronda J. Winnecour, Esquire
Chapter 13 Trustee
Suite 3250, U.S. Steel Building 600 Grant Street
Pittsburgh, PA 15219

DATE OF SERVICE

NAME OF LIENOR AND SECURITY

November 16, 2021

First Western Bank, National Association, now by merger,
Huntington National Bank
P.O. Box 89424
Cleveland, OH 44101-8539

(First Mortgage)

November 16, 2021

PNC Bank, N.A.
901 State Street
Erie, PA 16501

(Second Mortgage)

November 16, 2021

PNC Bank, N.A.
2730 Liberty Avenue
Pittsburgh, PA 15222

(Second Mortgage)

November 16, 2021

PNC Bank, N.A.
6750 Miller Road
Brecksville, OH 44141

(Second Mortgage)

November 16, 2021

PNC Bank, N.A.
P.O. Box 5570
Cleveland, OH 44101

(Second Mortgage)

November 16, 2021

Tax Collector
Borough of Wesleyville
ATTENTION: Marlene Silbaugh
2812 East 32nd Street
Erie, PA 16510

(Current Real Estate Taxes)

November 16, 2021

Borough of Wesleyville
3421 Buffalo Road
Erie, PA 16510

(Municipal Real Estate Taxes)

<u>DATE OF SERVICE</u>	<u>NAME OF LIENOR AND SECURITY</u>
November 16, 2021	Iroquois School District 800 Tyndall Avenue Erie, PA 16511 <i>(Municipal Real Estate Taxes)</i>
November 16, 2021	Erie County Tax Claim Bureau Erie County Courthouse 140 West 6 th Street Erie, PA 16501 <i>(County and Delinquent Real Estate Taxes)</i>
November 16, 2021	Kimberly S. Fachetti 1100 Arneman Court Apt. 104 Erie, PA 16511 <i>(Owner of a one-half interest in real estate; Debtor's ex-spouse)</i>
November 16, 2021	Bryce Attisani 22 Sunset Road Bay Shore, NY 11706 <i>(Prospective Purchaser)</i>
November 16, 2021	Agresti Real Estate ATTENTION: Stephanie Montgomery 2635 West 26 th Street Erie, PA 16506 <i>(Realtor for Debtor and Prospective Purchaser)</i>

2) That sufficient general notice of said hearing and sale, together with the confirmation hearing thereon, was given to the creditors and parties in interest by the moving party as shown by the certificate of service filed and that the named parties were served with the *Motion/Complaint*.

3) That said sale hearing was duly advertised on the Court's website pursuant to *W.PA LBR 6004-1(c)(2)* on November 16, 2021, in the *Erie Times News* on November 26, 2021, and in the *Erie County Legal Journal* on November 26, 2021, as shown by the Proof of Publications duly filed.

4) That at the sale hearing the highest/best offer received was that of the above Purchaser(s) and no objections to the sale were made which would result in cancellation of said sale.

5) That the price of \$50,000 offered by Bryce Attisani was a full and fair price for the property in question.

6) That the Purchaser has acted in good faith with respect to the within sale in accordance with *In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F2d. 143 (3d Cir. 1986).

NOW THEREFORE, it is hereby ***ORDERED, ADJUDGED AND DECREED*** that the sale by Special Warranty Deed of the real property described as 2216 Jackson Place, Erie, Pennsylvania, 16510 situate in the Borough of Weselyville, County of Erie, and Commonwealth of Pennsylvania is hereby CONFIRMED to Bryce Attisani for \$50,000, free and divested of the above recited liens and claims, and, that the Movant/Plaintiff is authorized to make, execute and deliver to the Purchaser(s) above named the necessary deed and/or other documents required to transfer title to the property purchased upon compliance with the terms of sale;

It is ***FURTHER ORDERED***, that the above recited liens and claims, be, and they hereby are, transferred to the proceeds of sale, if and to the extent they may be determined to be valid liens against the sold property, that the within decreed sale shall be free, clear and divested of said liens and claims;

It is ***FURTHER ORDERED***, that the following expenses/costs shall immediately be paid at the time of closing. *Failure of the Closing Agent to timely make and forward the disbursements required by this Order will subject the closing agent to monetary sanctions*, including among other things, a fine or the imposition of damages, after notice and hearing, for failure to comply with the above terms of this Order. Except as to the distribution specifically authorized herein, all remaining funds shall be held by Counsel for Movant pending further Order of this Court after notice and hearing.

1) The following liens/claims and amounts:

a) Payment in full of the Mortgage in favor of First Western Bank, now by merger Huntington National Bank, in the approximate amount of \$41,798.76, plus interest from October 31, 22021 and any additional satisfaction costs.

- b) No payment will be made on the recorded mortgage in favor of National City Bank, now PNC Bank, N.A., as there is no balance due on this Mortgage. The costs of satisfaction of this Mortgage will be paid at the time of closing.
- 2) Delinquent real estate taxes, if any;
- 3) Current real estate taxes, pro-rated to the date of closing;
- 4) The sum of no more than \$500.00 shall be paid to the closing agent who represents the Debtor at the time of the real estate closing.
- 5) Any and all due and owing municipal fees, as well as any and all current and delinquent water and sewer charges shall be paid at the time of the closing.
- 6) Transfer Taxes shall be paid in accordance with the terms of the Agreement for Sale attached to the Motion for Private Sale of Real Property Free and Divested of Liens. Debtor is responsible for payment of one-half ($\frac{1}{2}$) of the transfer taxes or \$500.00.
- 7) The costs of local newspaper advertising in the amount of \$340.21, to be reimbursed to The Quinn Law Firm;
- 8) The costs of legal journal advertising in the amount of \$189.00, to be reimbursed to The Quinn Law Firm;
- 9) The Court approved realtor commission in the amount of \$3,000 to Agresti Real Estate;
- 10) The sum of \$750.00 shall be paid to Debtor's Counsel, Michael S. JanJanin, Esquire and the Quinn Law Firm on account of administrative professional fees and costs related to the preparation and filing of the Motion for Sale, plus reimbursement of the filing fee for the Motion to Sell Property of the Estate Free and Clear of Liens in the amount of \$188.00;
- 11) Chapter 13 Trustee "percentage fees" in the amount of \$295.17 payable to "*Ronda J. Wynecour, Ch. 13 Trustee, P.O. Box 2587, Pittsburgh, PA. 15230*";
- 12) One-half of the "net proceeds" shall be paid to Kimberly S. Fachetti on account of her one-half ($\frac{1}{2}$) ownership interest in the property.
- 13) Out of the "net proceeds", up to the sum of \$11,845.99 shall be paid to the Debtor, Steven Edward Fachetti, 2216 Jackson Place, Erie, Pennsylvania 16510, pursuant to his homestead exemption under 11 U.S.C. §522(d)(1);

- 14) If there are any remaining "net proceeds" from the closing identified on the HUD-1 after payment of the disbursements set forth in Paragraphs 1 through 13 above, those proceeds shall be delivered to the Chapter 13 Trustee payable to "*Ronda J. Winnecur, Chapter 13 Trustee, P.O. Box 84051, Chicago, Illinois, 60689-4002*".

It is ***FURTHER ORDERED*** that:

- 1) Within seven (7) days of the date of this Order, the Movant/Plaintiff shall serve a copy of the within Order on each Respondent/Defendant (i.e., each party against whom relief is sought) and its attorney of record, if any, upon any attorney or party who answered the motion or appeared at the hearing, the attorney for the debtor, the Closing Agent, the Purchaser, and the attorney for the Purchaser, if any, and file a Certificate of Service.
- 2) ***Closing shall occur within thirty (30) days of this Order.***
- 3) ***Within seven (7) days following closing,*** the Movant/Plaintiff shall file a ***Report of Sale*** which shall include a copy of the HUD-1 or other Settlement Statement; and,
- 4) This ***Sale Confirmation Order*** survives any dismissal or conversion of the within case.
- 5) The fourteen-day period for filing a notice of appeal found in *Fed.R.Bank.Proc.* 8002(a)(1) is WAIVED.



The Honorable Carlota M. Böhm
United States Bankruptcy Court